

Terms and conditions of purchase

1. General

These Terms and Conditions of Purchase apply to all business transactions between Müller Modell- und Formenbau GmbH & Co. KG (hereinafter: "MÜLLER WALLAU") and the supplier.

Unless expressly agreed otherwise and confirmed by us in writing, the following terms and conditions shall apply exclusively to our orders and all other agreements.

By accepting our order, the supplier declares his agreement with these terms and conditions of purchase.

If our order is confirmed by the supplier in deviation from our terms and conditions, only our terms and conditions of purchase shall apply, even if we do not object. Deviations shall only apply if they have been recognised by us in writing.

If the supplier does not agree with the above handling, he must expressly point this immediately in a special letter. In this case, we reserve the right to withdraw the order without any claims of any kind being made against us. The supplier undertakes to comply with our Code of Conduct for Suppliers (www.mueller-wallau.de).

2. Prices

The agreed prices are fixed prices (EURO), the agreed delivery periods are binding. Subsequent introduction and increase of public charges, taxes, freight costs, freight document stamps, sales taxes, customs duties, etc. shall be borne by the supplier.

3. Delays in delivery and impossibility of performance

In the event of delays in delivery, the statutory provisions shall apply. Additional costs for accelerated modes of transport ordered by us, which become necessary due to exceeding the delivery time, shall be borne by the supplier. In the event of earlier delivery, we shall be entitled to reevaluate the invoice to the delivery date specified by us.

If the supplier's performance becomes impossible due to a circumstance for which neither we nor the supplier are responsible, and if we have exceptionally paid the purchase price in advance or made a down payment on the purchase price, we shall be entitled to reimbursement of the full purchase price or the full down payment, without the supplier being entitled to the defence that it is no longer unjustly enriched. Such a circumstance in the above sense shall also be deemed to be instructions of any kind from economic management bodies which in the way of the fulfilment of the supply contract. The same shall apply if we are unable to obtain certificates of urgency, letters of reference or other authorisation documents within a reasonable period of time through no fault of our own.

4. Packaging

We shall only pay for the packaging if remuneration been agreed in writing. In this case, the packaging may only be charged at cost price. We are entitled, but not obliged, to return the packaging.

If the goods are delivered carriage paid, the full invoice amount shall be credited to us.

5. Shipping

Delivery is carriage paid and free of charge to our factory in Wallau/L.

In the case of carriage on our behalf, the cheapest possible dispatch must be ensured.

Consignments shall travel at the risk and expense of the supplier.

The supplier shall bear the sole risk for the delivery until the goods have been accepted by our goods receiving department. Over-deliveries and under-deliveries are not permitted. The parts must be labelled in accordance with the order. In particular, the given regulations concerning the labelling of the goods must be strictly observed.

6. Acceptance

Events of force majeure and operational disruptions, irrespective of their nature and causes, as well as other unforeseen events that make acceptance more difficult for us, in particular sales bottlenecks that occur at our premises, give us the right to postpone the acceptance deadlines without the seller being entitled to claim compensation and without being able to charge us quantities that have been postponed.

7. Complaints and warranties

As we are usually unable to check immediately upon receipt whether the goods delivered are free of defects and in conformity with the contract, we reserve the right to give notice of defects at any time or to reject non-conforming goods, subject to the provisions of § 377 HGB (German Commercial Code). - For all parts that are rejected during processing due to material defects, the supplier shall, at our discretion, either provide a replacement free of charge or issue a credit note at the full invoice value.

Processing costs, freight and other expenses for parts that are rejected during processing in or outside our factory due to material or other defects for which we are not responsible shall be borne by the supplier.

In urgent cases, we shall be entitled to carry out any necessary repair work or replacement deliveries ourselves or to assign them to third parties in a manner we deem appropriate at the supplier's expense. Receipts of our acceptance of goods are not declarations on our part regarding the final acceptance of the delivered goods.

8. Invoices

Invoices are to be sent immediately for each individual delivery. Payment shall be made within 8 days with a 3% discount, or 30 days with a 2% discount, or within 60 days net, at our discretion - notwithstanding the provisions of clause 7.

Assignment of claims without our express authorisation is excluded.

9. Patent infringement

The supplier is liable for ensuring the delivery and use of the items offered does not infringe patents and industrial property rights of third parties.

10. Drawings and models

Models, samples and drawings must be returned to us without request after completion of our order. All models, samples and drawings must be kept secret and may only be used for the fulfilment of our orders.

The supplier also undertakes not to reproduce the drawings, samples and models.

11. Miscellaneous

Suppliers and their authorised agents, such as representatives, employees, workers, fitters, etc., who are required to be or are employed at our plant, are subject to the work regulations applicable to our plant and the applicable company regulations.

Any liability on our part for damage caused to the authorised representative is limited to intent and gross negligence.

12. Place of fulfilment and jurisdiction

Biedenkopf/Lahn shall be the place of fulfilment and jurisdiction for both parties for all rights and obligations arising from the terms and conditions, provided that the supplier is a registered trader.

13. Secrecy

The supplier is obliged to keep secret for an unlimited period of time all information that becomes accessible to it via MÜLLER WALLAU and that is designated as confidential or recognisable as business or trade secrets according to other circumstances. The supplier undertakes to comply with our general confidentiality agreement. If the supplier does not yet have this, the non-disclosure agreement can be requested via our contact address: infoatmueller-wallau.de.

14. Declaration of conformity for substance restrictions and bans

By accepting the order/contract, the supplier/contractor confirms that all products delivered to MÜLLER WALLAU comply with the following guidelines and regulations:

- a. 2011/65/EU "RoHS" - Restriction of the use of certain hazardous substances in electrical and electronic equipment
- b. 2012/19/EU "WEEE" - Waste electrical and electronic equipment
- c. 2000/53/EC "ELV" - End-of-life Vehicles Directive, amended by 2002/525/EC
- d. 1907/2006/EU "REACH" - Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals
- e. EU Directive 2003/11/EC Penta- and OctaBDE (penta- and octabromodiphenyl ether)
- f. EU Directive 2006/122/EC PFOS (perfluorooctane sulfonates)
- g. AltfahrzeugG - End-of-Life Vehicles Act
- h. AltfahrzeugV - End-of-Life Vehicle Ordinance
- i. ElektroG - Electrical and Electronic Equipment Act
- j. ElektroStoffV (Electrical and Electronic Equipment Substances Ordinance) - Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment
- k. Chemicals Act & Hazardous Substances Ordinance, as well as all relevant German regulations

15. Liabilities of our terms and conditions of purchase

Our Terms and Conditions of Purchase shall remain binding even if individual points are legally invalid. MÜLLER WALLAU the right to conduct audits at the supplier's premises at any time in order to verify compliance with contractual agreements, legal requirements or relevant standards.

Shipping address for rail freight:

Marburg/Lahn main station.

Wallau

Status 07/05/2025